

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION <u>et al.</u> ,	:	Case No. 05-44481 (rdd)
	:	
Debtors.	:	(Jointly Administered)
	:	
	x	

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Amber M. Cervený, being duly sworn according to law, deposes and says that I am employed by Kurtzman Carson Consultants, LLC, proposed claims and noticing agent for the Debtors in the above-captioned cases.

On November 14, 2005, I caused to be served, via US mail the document listed in Section 1 on the parties attached hereto as Exhibit A:

Section 1

- I. Re-Notice of Hearing on Eclipse Tool and Die Inc.'s Motion for Relief from Automatic Stay (Docket No. 1021) [Attached hereto as Exhibit B]**

Dated: November 14, 2005

/s/ Amber M. Cervený
Amber M. Cervený

Sworn to and subscribed before
me on November 14, 2005

/s/ Evan J. Gershbein
Notary Public

My Commission Expires: 1/19/07

EXHIBIT A

Delphi Corporation
2002 List

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY /FUNCTION
Akebono Corporation (North America)	Alan Swiech	34385 Twelve Mile Road		Farmington Hills	MI	48331	248-489-7406	866-609-0888		Vice President of Administration for Akebono Corporation
Ambrake Corporation	Ronald L. Jones	300 Ring Road		Elizabethtown	KY	42701	270-765-0208	270-234-2395	asw@ach@akebono-usa.com	Representative for Ambrake Corporation
Bernstein Litowitz Berger & Grossman	Eileen McMerney	1285 Avenue of the Americas		New York	NY	10019	212-554-1485	212-554-1444		Counsel for Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Ralfeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP
Bodman LLP	Ralph E. McDowell	100 Renaissance Center	34th Floor	Detroit	MI	48243	313-393-7592	313-393-7579	emcmerney@blbglaw.com	Counsel for Freudenberg-NOK; General Partnership: Freudenberg-NOK, Inc.; Flextech, Inc.; Vibracoustic de Mexico, S.A. de C.V.
Frank D. Jones HAUSER-LEGAL	Tillie Lim, Esq.	158 New York Circle Cr. 50 Prospect Avenue		Whitesburg Tarrytown	KY NY	41858-9122 10591			frankdowell@bodmanllp.com	Counsel to Hitachi Automotive Products (USA), Inc.
Harris D. Leinwand	Harris D. Leinwand	350 Fifth Avenue	Suite 2418	New York	NY	10118	212-725-7338	212-244-6219		Counsel for Baker Hughes Incorporated; Baker Petrolite Corporation
Kutchnin & Rufo, P.C.	Kerry R. Northup	155 Federal Street	17th Floor	Boston	MA	02110-1727	617-542-3000	617-542-3001	knorthup@kutchninrufo.com	Counsel for Parlex Corporation
Lord, Bissel & Brook	Timothy S. McFadden	115 South LaSalle Street		Chicago	IL	60603	312-443-0370	312-896-6394	timcfadden@lordbissel.com	Counsel for Methode Electronics, Inc.
Lord, Bissel & Brook	Timothy W. Brink	115 South LaSalle Street		Chicago	IL	60603	312-443-1832	312-443-896-6432	tbrink@lordbissel.com	Counsel for Sedgwick Claims Management Services, Inc.
Lord, Bissel & Brook LLP	Kevin J. Walsh Rocco N. Covino	885 Third Avenue	26th Floor	New York	NY	10022-4802	212-947-8304 212-947-8340	212-947-1202	kwalsh@lordbissel.com rcovino@lordbissel.com	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
McCarter & English, LLP	David J. Adler, Jr. Esq. Dennis J. Raternink	245 Park Avenue, 27th Floor PO Box 30736		New York Lansing	NY MI	10167 48909-7717	212-609-6800 517-373-1820	212-609-6921 517-373-2129		Counsel to Ward Products, LLC Counsel for Worker's Compensation Agency
Noma Company and General Chemical Performance Products LLC	James Imbriaco	90 East Halsey Road		Parsippany	NJ	07054	973-884-6952	973-515-3244		
Pierce Atwood LLP	Keith J. Cunningham	One Monument Square		Portland	ME	04101	207-791-1100	207-791-1350		Counsel for FCI Canada, Inc.; FCI Electronics Merido, S. de R.L. de C.V.; FCI USA, Inc.; FCI Brasil, Ltda; FCI Automotive Deutschland GmbH; FCI Italia S. p.A.
Porzio, Bromberg & Newman, P.C.	Brett S. Moore, Esq. John S. Mairo, Esq.	100 Southgate Parkway 100 Southgate Parkway	P.O. Box 1997 P.O. Box 1997	Morristown Morristown	NJ NJ	07960 07960	973-538-4006 973-538-4006	973-538-5146 973-538-5146	kcunningham@pierceswood.com jsmairo@pbblaw.com	Counsel to Neuman Aluminum Automotive, Inc. and Neuman Aluminum Impact Extrusion, Inc.
Pryor & Mandelup, LLP	Kenneth A. Reynolds	675 Old Country Road		Westbury	NY	11590	516-997-0999	516-333-7333	kar@pryormandelup.com	Counsel for National Molding Corporation; Security Plastics Division/NMC LLC
Solodoff & Abramczyk, P.C.	Robert M. Goldi	30400 Telegraph Road	Suite 444	Bingham Farms	MI	48025	248-642-6000	248-642-9001	rgoldi@solablaw.com	Counsel for Michigan Heritage Bank; MHB Leasing, Inc.
The Timpken Corporation B/C - 08 Wilmington Trust Company	Robert Morris Steven M. Cimalore, Vice President	1835 Dueber Ave. SW Rodney Square North	PO Box 6927 1100 North Market Street	Canton Wilmington	OH DE	44706 19890	302-636-6058			Representative for Timpken Corporation Vice President, Wilmington Trust Co.

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re)	Chapter 11
)	
DELPHI CORPORATION, <i>et al.</i> ,)	Case No. 05-44481
)	Hon. Robert D. Drain
Debtors.)	
-----)	

**RE-NOTICE OF HEARING ON ECLIPSE TOOL AND DIE INC.'S
MOTION FOR RELIEF FROM AUTOMATIC STAY**

PLEASE TAKE NOTICE that Eclipse Tool and Die, Inc., by and through its attorneys Bolhouse, Vander Hulst, Risko & Baar P.C. will move at a hearing to be held before the Hon. Robert D. Drain on January 5, 2006, at 10:00 a.m. at the United States Bankruptcy Court, One Bowling Green, New York, New York 10004, or as soon thereafter as counsel may be heard, to consider Eclipse Tool and Die Inc.'s Motion for Relief from Automatic Stay in the above captioned case.

PLEASE TAKE FURTHER NOTICE that opposition to the proposed Motion must be filed and served in conformity with the provisions of the Case Management Order entered in this proceeding, on or before the Objection Deadline of December 29, 2005 at 5 p.m. Eastern Time.

Dated: New York, New York
November 11, 2005

By: /s/ David S. Lefere
David S. Lefere (P61790)
Attorney for Eclipse Tool and Die, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re)	Chapter 11
)	
DELPHI CORPORATION, <i>et al.</i> ,)	Case No. 05-44481
)	Hon. Robert D. Drain
Debtors.)	
-----)	

**ECLIPSE TOOL & DIE, INC.'S MOTION
FOR RELIEF FROM AUTOMATIC STAY**

Eclipse Tool & Die, Inc., by and through its attorneys Bolhouse, Vander Hulst, Risko & Baar P.C., for its Motion for Relief from the Automatic Stay provisions of the Federal Bankruptcy Code, states as follows:

1. Eclipse Tool & Die, Inc. ("Eclipse") is a corporation existing under the laws of the State of Michigan and maintains an office at 4713 Circuit Court, Wayland, Michigan 49348.

2. The Debtor Delphi Corporation (hereinafter "Delphi") maintains an office at 5725 Delphi Drive, Troy, Michigan 48098.

3. On October 8, 2005, Delphi commenced a case under Chapter 11 of the Federal Bank Code, Case No. 05-44481, in the Southern District of New York.

4. Eclipse holds an valid secured lien pursuant to the Michigan Special Tools Lien Act in the amount of One Hundred Twenty Three Thousand One Hundred Thirty Dollars and 00/100 (\$123,130.00), plus interest, late charges,

costs, and attorney fees regarding Part Number 22209497 which is owned by Delphi.

5. Eclipse's secured claim arises from the design, manufacture, fabrication and repairs performed on Part Number 22209497.

6. Eclipse entered into an agreement with Metalforming Technologies Inc. ("MTI") for the fabrication, repairs, and/or modification of Part Number 22209497 which is evidenced by MTI's purchase orders and Eclipse's invoices (See attached **Exhibit A**).

7. Even though Part Number 22209497 was produced pursuant to an agreement between Eclipse and MTI the owner of Part Number 22209497 is Delphi. (See attached as **Exhibit B**).

8. Delphi and MTI entered into an agreement for the fabrication of Part Number 22209497 in order for MTI to produce automobile parts for Delphi. (See **Exhibit B**).

9. Pursuant to the agreement between Delphi and MTI the tools, including Part Number 22209497, used by MTI in the production of parts for Delphi are the property of Delphi. (See **Exhibit B**).

10. Eclipse's claim is secured by a valid and perfected lien pursuant to Michigan's Special Tools Lien Act, MCL 570.541 et al. (See attached as **Exhibit C**).

11. Pursuant to Michigan's Special Tools Lien Act, MCL 570.563, Eclipse was required to: (1) permanently record on Part Number 22209497 Eclipse's

name, street address, city and state, and (2) file a UCC-1 Financing Statement with the Michigan Secretary of State (See **Exhibit C**).

12. Further, under the Michigan Special Tools Lien Act, MCL 570.565, Eclipse Tool & Die, Inc. is required to give notice of the lien in writing to Delphi, stating that the lien is claimed, the amount that is owed for the fabrication, modification and/or repairs and make a demand for payment. (See **Exhibit C**).

13. The Michigan Specials Tools Lien Act, MCL 570.567, states that if Eclipse, as the Special Tool Builder, has not been paid the amount claimed within 90 days after the notice was received, Eclipse has the right to possession of Part Number 22209497 and may enforce the right-to-possession by judgment, foreclosure, **or any available judicial procedure**. (See **Exhibit C**).

14. Before shipping Part Number 22209497 to MTI, Eclipse permanently affixed its name, street address, city and state on Part Number 22209497, and filed a UCC-1 Financing Statement with the Michigan Secretary of State in accordance with the requirements of Section 9502 of the Uniform Commercial Code, as adopted by the State of Michigan. (See attached as **Exhibit D (Photograph of Eclipse's stamp on Part Number 22209497) and Exhibit E (UCC- Financing Statement)**).

15. To date, Eclipse has not been paid for the design, fabrication, modification and/or repairs of Part Number 22209497.

16. On information and belief, Part Number 22209497 that Eclipse fabricated, repaired, and/or modified is located in an MTI plant in Michigan that is currently in the process of being sold to Zohar Tubulars.

17. On information and belief, Part Number 22209497 is currently being used by MTI (and soon to be Zohar Tubulars) to manufacture automobile parts for Delphi in Michigan.

18. On October 6, 2005, and pursuant to the Michigan Special Tools Lien Act, MCL 570.565, via certified mail--return receipt, Eclipse timely and properly notified Delphi of its lien rights to Part Number 22209497. (See attached as **Exhibit F**).

19. By operation of the Michigan Special Tools Lien Act, Delphi is required to pay the amount due and owing for the design, fabrication, modification and/or repairs to Part Number 22209497 to Eclipse on or before January 6, 2006. (See **Exhibit B**).

20. To date, no payment has been forthcoming.

21. If Delphi fails and/or refuses to pay the amounts owed for the design, fabrication, modification and/or repairs to Part Number 22209497, Eclipse has a right to possession of Part Number 22209497 by operation of law under the Michigan Special Tools Lien Act, MCL 570.563. (See **Exhibit B**).

22. If Delphi fails and/or refuses to pay the amount owed, then on January 6, 2006, Eclipse will have a statutory right of possession of Part Number 22209497, and may enforce this right of possession "by judgment, foreclosure, **or any available judicial procedure.**" MCL 570.567 (See **Exhibit B**).

23. The Michigan Special Tools Lien Act was designed to protect Special Tool Builders such as Eclipse by giving them a non-possessory lien against the special tools that they fabricate, modify or repair so that, upon non-payment, the

Special Tools Builders will have sufficient leverage behind their demand for payment to recover their outstanding indebtedness.

24. Therefore, Eclipse is entitled to enforce its lien to gain immediate possession of Part Number 22209497 if payment in full is not remitted to them.

WHEREFORE, Eclipse Tool & Die Inc. requests that the Court enter an order:

1. Granting relief from the automatic stay provisions of the Federal Bankruptcy Court to allow Eclipse Tool & Die, Inc. to enforce its lien on Part Number 22209497 owned by Delphi Corporation and fabricated, repaired, and/or modified by Eclipse Tool and Die Inc. under applicable non-bankruptcy law;

2. Prohibit Delphi Corporation, and any future trustee from using, leasing or selling the special tools in absence of adequate protection for Eclipse Tool & Die, Inc.'s lien; and

3. Grant any and all other relief that the Court deems just and proper (See attached at **Exhibit G**).

Respectfully submitted,

Dated: November 9, 2005

BOLHOUSE, VANDER HULST,
RISKO & BAAR P.C.

By: /s/ David S. Lefere
David S. Lefere (P61790)

Grandville State Bank Building
3996 Chicago Drive SW
Grandville MI 49418
Phone: (616) 531-7711

Attorneys for Eclipse Tool & Die, Inc.

4713 CIRCUIT COURT
WAVLAND, MI 49348
Phone: (616)877-3717
Fax: (616)877-3712

I N V O I C E

Page No. 1

Invoice Number: 6229

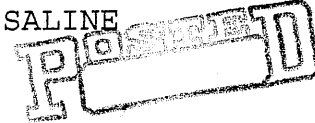
Sold To: -----

ACCOUNTS PAYABLE
MTI -SALINE
905 WOODLAND DRIVE

SALINE, MI 48176

Ship To: -----

MTI -SALINE



(734)429-6218

(734)944-0523

=====

Customer Order No.: 5205

Job Number: 6272

Terms: Net 30

=====

Quantity	Description	Item Total
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P.O. 5205

\$1,130.00

100 SPRING SEAT @ \$11.30 EACH

ALL PARTS HAVE BEEN SHIPPED.

SHIPPER # 5461

P/N 22209497

Date Shipped: 04/06/2005

Invoice Subtotal:

\$1,130.00

Tax Rate: 0.000

Invoice Grand Total:

\$1,130.00

Total payment due on: 05/08/2005

THANK YOU FOR YOUR BUSINESS

A SERVICE CHARGE OF 1.5 % PER MONTH (18 % PER ANNUM) WILL BE CHARGED ON ALL AMOUNTS DUE AFTER PAYMENT DUE DATE.

713 CIRCUIT COURT
AYLAND, MI 49348
hone: (616)877-3717
ax: (616)877-3712

I N V O I C E

Page No. 1

Invoice Number: 6232

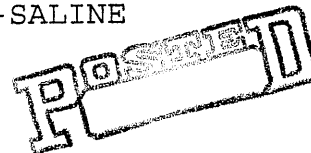
Sold To: -----

ACCOUNTS PAYABLE
MTI -SALINE
905 WOODLAND DRIVE

SALINE, MI 48176

Ship To: -----

MTI -SALINE



(734)429-6218

(734)944-0523

=====

ustomer Order No.: 4936

Job Number: 6167

Terms: Net 30

=====

Quantity

Description

Item Total

P.O. 4936

\$122,000.00

PROGRESSIVE TOOL

P/N 22209497 SPRING SEAT

ACT# 1349

SHIPPER # 5475

ALL WORK/ BUY OFF COMPLETE

Date Shipped: 04/25/2005

*P.O. States
net 60 days*

Invoice Subtotal:

\$122,000.00

Tax Rate: 0.000

Invoice Grand Total:

\$122,000.00

Total payment due on: 05/26/2005

THANK YOU FOR YOUR BUSINESS

A SERVICE CHARGE OF 1.5 % PER MONTH (18 % PER ANNUM) WILL BE CHARGED ON ALL
AMOUNTS DUE AFTER PAYMENT DUE DATE.

*UCC
filed*



TOOLING PURCHASE ORDER

Purchase Order No. 4936

Date Issued 12-Aug-04

Engineer GK

ECLIPSE TOOL & DIE INC.
4713 CIRCUIT CT.
WAYLAND, MI 49348

Part No. 22209497 Part Name SPRING SEAT Account Number SO #1349
Quote No. 28536 Dated 8/10/04 F.O.B. SALINE, MI
B/P Level O2 Dated 6/4/04 Customer P.O. No. DCM94192

Item	Quantity	Description	Cost
1	1	PROGRESSIVE DIE	\$122,000.00
2			
3			
4			
TOTAL			\$122,000.00

Delivery Schedule

Sample Due Date 12/8/04

Material Specification STEEL UNSG1009

Tool Due Date 12/22/04

Quoted Material Size
(Less than or equal to) .118 X 7.5W X 6.5PQuoted Press Specifications - Press#

N/A

Secondary Press Specifications - Press#

N/A

Quality Requirements

6 pc full layout
30 pc Cap. Study on MTI Dimensions (CP / CPK Min. 1.67 Req'd on MTI selected dimensions/locations)
300 pc sample run at vendor facility
1,000 pc uninterrupted run with MTI facility

Payment Terms

Net 60 days

General Notes

- 1) Weekly Tool Progress Reports.
- 2) Amendment #1 revises the tool due date which was incorrect.

Suppliers Acknowledgement / Date (Return to MTI)

Finance (If Applicable)

By:

Authorized Signature

Engineering Manager

Please see attached sheet for terms and conditions of this contract

The term "Buyer" means Metalforming Technologies, Inc. The term "Seller" means vendor to Metalforming Technologies, Inc. Either a person, company or corporation accepting this purchase order.

The term "Tool" or "Tools" means dies, aids, models, gages, jigs, fixtures, special machine/equipment and prototype parts, complete or partially complete.

- A. A tool design approved by Metalforming Technologies, Inc. pertains to design concept and does not release the Seller of the responsibility of building the tools capable of repetitively producing parts to the print, and for the production pieces per hour as indicated on Metalforming Technologies, Inc. request for quote.
- B. The Seller agrees that in the event of fire and/or an act of god; or in the event of the Seller's financial difficulty and/or labor dispute; or in the event that the Seller is unable to complete the tools as outlined in paragraph "A" above, Seller agrees to relinquish all tools at Seller's cost of material and cost of direct labor up to the time of work stoppage.
- C. Metalforming Technologies, Inc. agrees to pay Seller cost of material and cost of direct labor up to the time of work stoppage, including soft tooling (I.E. Kertsite, Zinc Alloy, etc.), provided such tooling can be reasonably used to complete the tooling design as outlined in paragraph "A" above.
- D. After work stoppage has been resolved and within one year, Seller has the option of repurchasing the soft tooling at the price per pound as was paid by Metalforming Technologies, Inc. to Seller, plus the cost of any improvements made by Metalforming Technologies, Inc.
- E. In no event shall the charge for tools, dies, parts, etc. to Metalforming Technologies, Inc. be greater than the Seller's quoted price.
- F. Die/Machine tryout for dimensional sample approval will be done at Metalforming Technologies, Inc. facility. The Supplier will provide a representative for Die/Machine Tryout.
- G. Payment for dies/machines will be made after the following conditions have been satisfied.
 - 1. 75% Payment - 30 days from dimensional approval of samples produced at Metalforming Technologies, Inc. facility. (See "F" above) A dimensionally approved "Tooling Acceptance Report" (copy faxed to Supplier upon approval) must accompany the suppliers invoice (any invoice not having a "Tooling Acceptance" attached will be returned to Supplier).
 - 2. 25% Payment - 30 days from "Production Approval" date on approved "Tooling Acceptance Report". Metalforming Technologies, Inc. will attempt production approval run within 30 days of dimensional approval date as defined in G-1 above. If Metalforming Technologies, Inc. does not attempt to run production part within 30 days of "Dimensional Approval" date, the balance (25%) will be paid to supplier at end of 30 days.
 - 3. If both dimensional approval and production approval can be accomplished at the same time, Metalforming Technologies, Inc. will make 100% payment in 30 days.
 - 4. In all cases, the supplier should invoice Metalforming Technologies, Inc. 100% of the tool/machine upon dimensional approval and Metalforming Technologies, Inc. will make proper % payments from invoice.
- H. Payment for gages and fixtures will be 100% upon receipt of gages/fixtures and approval of the Gage Engineer and Project Engineer. See attached/fixture approval" form.
- I. In the instances where parts fabricated from dies/machines at Metalforming Technologies, Inc. facilities have not been approved (either dimensional approval or production approval), the Buyer shall have three options:
 - 1. Have the tools returned to Seller's plant at Seller's expense and Seller to do whatever necessary to comply with paragraph "A" expeditiously.
 - 2. Seller to provide at Seller's expense the number of qualified journeymen to Buyer's Plant to do whatever necessary to comply with paragraph "A" expeditiously.
 - 3. Authorize Buyer on a time and material basis to charge back to Seller the Buyer's direct cost using whatever means necessary, either in-house or outsourced, in order to comply with paragraph "A" expeditiously.
- J. In the event the delivery date as indicated and agreed upon on this purchase order is not kept., Seller agrees to relinquish all tools, aids, etc. under the terms and conditions as set forth in paragraphs C, D, and E.

Metalfforming Technologies Inc.
Tool Buyoff Check List

Shop Order No: 1401
 Purchase Order Date: 8-12-04
 Purchase Order No: 4936
 Tool No: F780

Vendor: ECCLISSE TOOL
 Due Date: 12-22-04
 Part Name: 5111EAF
 Part No: 22209497

I. General Specifications

1. Ball bearing die sets?
 - Do die details have jack screws or pry slots?
3. Are drain holes present in spring pockets or nitrogen cylinder pockets?
4. Does die shoe have tapped handling holes (upper & lower)?
5. Are all dowel holes drilled with through hole?
6. Are all sharp corners broke?
7. Are all slides, gibbs, and keepers equipped with grease fittings?
8. Are all pilot holes cleared through shoe?
9. Does die have scrap cutter?
10. Are all notching, forming, and cut-off sections heeled where required?
11. Are there any welded sections present?
12.
 - (A) Does the die produce multiple parts? If so,
 - (B) Is there a change over required within the die? If so,
 - (C) Are there detailed change over instructions? If so,
 - (D) Are details clearly marked to aid quick changeover?
13. Do stop blocks have lead groove? Depth: .050
14. Is die painted and primed per specs?
15. Is there sufficient slug clearance (no ledges)?
16. Secondaries:
 - (A) Gaging: parts locate easily, proper lead on gaging
 - (B) Error proofing is incorporated
17. Have spare details been provided?
18. Appearance: burrs, non-functional corners
19. Are strips easily fed into progressive dies?

Y / N	Comments
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
Y	
N	
N	
N	
N	
N	
Y	
Y	
Y	
N/A	
N/A	
N/A	
Y	
Y	

Die size:	R-L	F-B	Comments
20.	97.5	31.5	
21.	Width	Thickness	
22.	Press tonnage used at run-off:	600	
23.	Tonnage required:	NO TONNAGE REQUIRED	
24.	Lead hit readings:	RF 0.50 RR 0.50 LF 0.50 LR 0.50	
25.	Cushion pressure required if used and /or nitrogen system:		
26.	Has MTI received samples and strips run at the tool source?		
27.	Has MTI received all die drawings and a bill of material?		
28.	Are date stamps and part stamp present in die?		
29.	Has MTI received certification of dimensions to the part print?		
	Are wear surfaces and fittings lubricated?		
31.	Are pilot holes cleared for slug drop?		

1. Cutting Steels

- Are heavy duty Ball Lock punches used?
(A) Do all punches have manufacturers identification numbers?
- Ball lock punches & pilots
Can these be removed without pulling stripper pad?
- Punch & Button Retainers
Are there hardened backing plates mounted to retainers?
- D-2 material used for trim steels?
- Are shedder pins used wherever possible?
- Are cutting steels designed for ease of sharpening?
- Are there any forming operations included in any cutting steels?
- Are pierce holes near high limit?
- Are trims built with positive mismatch?
- Do punches have shear and/or stagger?

II. Cutting Steels

1. Are heavy duty Ball Lock punches used?
 - (A) Do all punches have manufacturers identification numbers?
2. Ball lock punches & pilots
 - Can these be removed without pulling stripper pad?
3. Punch & Button Retainers
 - Are there hardened backing plates mounted to retainers?
4. D-2 material used for trim steels?
5. Are shedder pins used wherever possible?
 - Are cutting steels designed for ease of sharpening?
 - Are there any forming operations included in any cutting steels?
8. Are pierce holes near high limit?
9. Are trims built with positive mismatch?
10. Do punches have shear and/or stagger?

- 10/15/20

IV. Stripper and Form Pads

1. Are approved nitrogen cylinders being used?
2. Are self contained nitrogen cylinders plumbed to a console?
3. Are quick connect couplers installed on nitrogen consoles?
4. Are spring retainers or spring cans used with springs?
5. Are keeper blocks with keys being used?
6. Are the correct size screws in windows?
7. Do strippers and form pads travel freely?

V. Stock Guides

1. Does stock guide have 10"-12" stock approach?
2. Are stock guides rounded to prevent shaving?

VI. Part and Scrap Removal

1. Is scrap easily shed and consistent?
2. Is scrap routed for easy removal by operator?
3. Is scrap separated from parts?
4. Are unlike parts separated?

VII. Parallels

1. Does die comply with MTI's quick clamp standards?
2. Are the distances between parallels in areas of scrap removal in 1 inch increments? (i.e. 3", 6", 12", etc.)
3. Are dies compatible with hi-lo forks for ease of movement (forks are 5" wide and measure 36" outside to outside)?

Comments
—
H/e
Y
Y
W
—
—
—
Y
Y
Y
Y
Y
Y
—
—
Y
Y
—
—
Y
Y
Y
W/d
—
—
Y
Y
—
—
Y
Y
—
Y
—
—

VIII. Identification

1. Are all die details stamped for steel identification and Rockwell?
2. Are all die details stamped with detail no.?
3. The following information is stamped on the die:
Part number, Stock Width, Stock Progression, Stock Thickness,
Shut Height, Weight (Upper, Lower and Total).
4. A Tool Information Tag is fastened to the die.
5. A Nitrogen Information Tag is fastened to the die.

Comments

Ray Klau 4/19/05
Paul McFarlin 4/19/05

	Comments
—	
Y	MAT. E.D. ONLY
—	
Y	
—	
Y	
Y	



PROTOTYPE PURCHASE ORDER

Purchase Order No. 5205

Date Issued 05-Apr-05

Engineer GK

Eclipse Tool & Die Inc.
4713 Circuit Ct.
Wayland, MI 49348

Part No. 22209497 Part Name SPRING SEAT Account Number SO #1481P
Quote No. E-MAIL Dated 4/5/05 F.O.B. MTI SALINE
B/P Level 01 Dated 8/20/04 Customer P.O. No. 421025

Item	Quantity	Description	Cost
1	100	SPRING SEAT @ \$11.30 EACH	\$1,130.00
2			
3			
4			
5			
6			
TOTAL			\$1,130.00

Delivery Schedule

Sample Due Date 4/8/2005 OR SOONER Material Specification TRYOUT MATERIAL

Quality Requirements

6 PC FULL LAYOUT FOR EACH PART WITH PART DELIVERY.
AND PROCESSES.

Payment Terms

NET 60 DAYS

General Notes

1) Weekly Progress Reports.

By: Ray Klat 4/5/05
Authorized Signature

7 Fast S Devine 4/5/05
Engineering Manager

Suppliers Acknowledgement / Date (Return to MTI)

Finance (If Applicable)

Please see attached sheet for terms and conditions of this contract

DELPHI CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON OH
45401

VENDOR NUMBER 17-808-0560
METALFORMING TECHNOLOGIES INC
MTI-MILAN
555 PLATT RD
MILAN MI
48160

TO:

SEE BELOW

SHIP TO:

US

NO INVOICES REQUIRED TO ACCTS
PAYABLE UNLESS OTHERWISE
STATED ON PO OR RELEASE.

INVOICE TO:

US

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse side listed are the terms and conditions to which Seller agrees by acceptance of this order.
The order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Seller and Buyer and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

PURCHASE PAGE.

ORDER: DCM94192

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE

08/03/04

ALTERATION ISSUE DATE

ALTERATION EFFECTIVE DATE

PHONE: 937-455-7544

P BLASER

9J

Buyer

PURCHASING AGENT

AYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B.

SP COL

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

SEE BELOW

ITEM SEQUENCE

QUANTITY ORDERED

ITEM IDENTIFICATION NO.

QUANTITY ORDERED

DESCRIPTION

RFQ NUMBER

DATE REQUIRED

TAX CODE/ %

BASE UNIT PRICE

PRICE MULTIPLE

UNIT MEAS

THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY
USD DOLLAR (UNITED STATES)

THIS IS A CONFIRMING ORDER DO NOT DUPLICATE
CONFIRMED WITH: DAVE DESIMONE

PLEASE MAIL TWO (2) COPIES OF YOUR INVOICE TO:
DELPHI ENERGY & CHASSIS SYSTEMS
ATTN: MARILYN TRAPPE, MAIL STOP 1-08
P. O. BOX 1042
DAYTON, OH 45401

ANY QUESTIONS CONCERNING THIS RELEASE, PLEASE CALL
PATRICIA BLASER, PH: 937-455-7544 FAX: 937-455-9131

TOOLING LOCATION:

MTI
555 PLATT RD
MILAN MI 48160
WASHTENAW COUNTY USA

00001

1

PR678682 001

T22209497 LOWER SPRING SEAT
PROGRESSIVE DIE & GAGING
REV LEVEL R4021B
WHO ORDERED: JOHN ANGI

08/03/04 C 0.00%

125000.0000

050944-000001

<input type="checkbox"/> Sales <input checked="" type="checkbox"/> Shop Order <input type="checkbox"/> Service	
SO Number 1401	Date: 8/17/04
Verified By: SD	
Distribution:	
File	Sales
Finance	Prod. Control
	Eng.
	Mat. Mgmt

DELPHI CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON OH
45401

US

VENDOR NUMBER 17-808-0560
METALFORMING TECHNOLOGIES INC
MTI-MILAN
555 PLATT RD
MILAN MI
48160

TO:

SEE BELOW

SHIP TO:

PURCHASE

PAGE

ORDER: DCM94192

US

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Invoice Attn: Accounts Payable

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US

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This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final
agreement between Seller and Buyer, and no other agreement in any way modifying any of said terms and conditions
will be binding upon the Buyer. This order is subject to Seller's standard terms and conditions of sale.
If Government Contract Number is Shown Hereon, additional terms and conditions
Attached Hereto Apply.

ORDER DATE

08/03/04

ALTERNATION ISSUE DATE

ALTERNATION EFFECTIVE
DATEPHONE: 937-455-7540
P BLASER

9J

Buyer

PURCHASING AGENT

PAYMENT TERMS

NET

2ND DAY OF 2ND MONTH

F.O.B. SP COL

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

SEE BELOW

ITEM
SEQUENCEQUANTITY
ORDERED

ITEM IDENTIFICATION NO.

NOUN NAME

DESCRIPTION

RFQ
NUMBER

DATE REQUIRED

TAX CODE/ %

BASE UNIT PRICE

PRICE
MULTIPLEUNIT
MEASURE

THE SUPPLIER IS RESPONSIBLE FOR MAINTAINING TOOLS
TO PRODUCE 100% PARTS TO SPECIFICATIONS FOR THE
LIFE OF THE PART. PPAP SUBMISSION AT NO CHARGE.
YOUR PACKING SLIP SHOULD BE MARKED ACCORDINGLY AND
ALSO MUST INCLUDE PART AND PURCHASE ORDER NUMBER.

FORCED LABOR ---

SELLER REPRESENTS THAT GOODS PURCHASED UNDER
THIS ORDER WERE NOT PRODUCED WITH FORCED LABOR
(AS DEFINED IN 19 U.S.C. 1307) EITHER BY SELLER
OR SELLER'S SUPPLIERS. SELLER SHALL INDEMNIFY
BUYER AGAINST ANY LIABILITY BUYER MAY INCUR IF
THIS REPRESENTATION IS INCORRECT.

----- RIGHT TO AUDIT -----
FOR SERVICES PERFORMED BY SELLER PURSUANT TO THIS
PURCHASE ORDER, THE SELLER SHALL MAINTAIN AND GRANT
ACCESS TO BUYER TO ALL PERTINENT LEDGERS, PAYROLL
DATA, BOOKS, RECORDS, PERSONNEL DOCUMENTS,
CORRESPONDENCE, WRITTEN INSTRUCTIONS, DRAWINGS,
RECEIPTS, VOUCHERS AND OTHER DOCUMENTS FOR THE
PURPOSE OF AUDITING THE CHARGES AND/OR ALL
ADMINISTRATION. SELLER MUST SEGREGATE ITS RECORDS
IN SUCH A MANNER AS TO FACILITATE A COMPLETE AUDIT
AND AGREES THAT SUCH AUDIT MAY BE USED AS THE BASIS
FOR SETTLEMENT OF CHARGES AGAINST THIS PURCHASE

050944-000002

A003622 USER JANE T WILLIAMS

CONTINUE PAGE

3

SMD103 11/98

Pg 3/12

DELPHI CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON OH
45401

SEE BELOW

SHIP TO:

US

VENDOR NUMBER 17-808-0560
METALFORMING TECHNOLOGIES INC
MTI-MILAN
555 PLATT RD
MILAN MI
48160

TO:

US

NO INVOICES REQUIRED TO ACCTS
PAYABLE UNLESS OTHERWISE
STATED ON PO OR RELEASE.

INVOICE TO:

US

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PURCHASE

PAGE

ORDER: DCM94192

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Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE

08/03/04

ALTERATION ISSUE DATE

9J

ALTERATION EFFECTIVE DATE

P BLASER

BUYER

PURCHASING AGENT

PHONE: 937-455-7542

P BLASER

9J

BUYER

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PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B.

SP COL

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

SEE BELOW

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
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ORDER. SELLER FURTHER AGREES, FOR THIS PURPOSE, TO PRESERVE ALL SUCH DOCUMENTS FOR A PERIOD OF ONE (1) YEAR AFTER FINAL PAYMENT HEREUNDER.

THE PAYMENT DATE SHALL BE THE DATE ESTABLISHED BY BUYER'S MULTILATERAL NETTING SYSTEM (MNS-2), OR WHICH PROVIDES ON AVERAGE, THAT PAYMENT SHALL BE ISSUED ON THE SECOND DAY OF THE SECOND MONTH FOLLOWING RECEIPT OF GOODS.

----- RIGHT TO AUDIT -----
FOR SERVICES PERFORMED BY SELLER PURSUANT TO THIS PURCHASE ORDER, THE SELLER SHALL MAINTAIN AND GRANT ACCESS TO BUYER TO ALL PERTINENT LEDGERS, PAYROLL DATA, BOOKS, RECORDS, PERSONNEL DOCUMENTS, CORRESPONDENCE, WRITTEN INSTRUCTIONS, DRAWINGS, RECEIPTS, VOUCHERS AND OTHER DOCUMENTS FOR THE PURPOSE OF AUDITING THE CHARGES AND/OR ALL ADMINISTRATION. SELLER MUST SEGREGATE ITS RECORDS IN SUCH A MANNER AS TO FACILITATE A COMPLETE AUDIT AND AGREES THAT SUCH AUDIT MAY BE USED AS THE BASIS FOR SETTLEMENT OF CHARGES AGAINST THIS PURCHASE ORDER. SELLER FURTHER AGREES, FOR THIS PURPOSE, TO PRESERVE ALL SUCH DOCUMENTS FOR A PERIOD OF ONE (1) YEAR AFTER FINAL PAYMENT HEREUNDER.

050944-000003

A003622 USER JANE T WILLIAMS

CONTINUE PAGE

4

SM0103 11/98

Pg 4/2

DELPHI CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON OH
45401

VENDOR NUMBER 17-808-0560
METALFORMING TECHNOLOGIES INC
MTI-MILAN
555 PLATT RD
MILAN MI
48160

TO:

SEE BELOW

SHIP TO:

US

US

NO INVOICES REQUIRED TO ACCTS
PAYABLE UNLESS OTHERWISE
STATED ON PO OR RELEASE.

INVOICE TO:

US

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PURCHASE

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ORDER: DCM94192

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Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE
08/03/04

ALTERATION ISSUE DATE

ALTERATION EFFECTIVE DATE

PHONE: 937-455-7544
P BLASER
9J
BUYER

PURCHASING AGENT

DESTINATION UNLESS OTHERWISE INDICATED

SP COL

SHIP VIA
SEE BELOW

2ND DAY OF 2ND MONTH

PAYMENT TERMS

NET

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
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PPAP SAMPLE SUBMISSION INSTRUCTIONS:
THE ENCLOSED LABEL (FORM GM #1387) MUST BE USED REGARDLESS OF THE METHOD OF SHIPMENT. THIS ASSURES SPECIAL HANDLING OF THE SAMPLE PARTS WHEN THEY ARRIVE AT DELPHI ENERGY & CHASSIS SYSTEMS. SAMPLE PARTS AND DOCUMENTATION FOR YOUR PPAP SHOULD BE SENT TO:
DELPHI ENERGY & CHASSIS SYSTEMS
SALTILLO OPERATIONS

BUYER, AT ITS EXPENSE, HAS THE RIGHT TO AUDIT AND REVIEW ALL RELEVANT BOOKS, RECORDS, PAYROLL DATA, RECEIPTS AND OTHER DOCUMENTS, INCLUDING SELLER'S ADMINISTRATIVE AND ACCOUNTING POLICIES, GUIDELINES, PRACTICES AND PROCEDURES, IN ORDER TO SUBSTANTIATE ANY CHARGES AND OTHER MATTERS UNDER THIS CONTRACT. SELLER WILL MAINTAIN AND PRESERVE ALL SUCH DOCUMENTS FOR A PERIOD OF FOUR (4) YEARS FOLLOWING FINAL PAYMENT UNDER THIS CONTRACT. IN ADDITION, BUYER HAS THE RIGHT TO INSPECT ALL INVENTORIES, WORK-IN-PROCESS, MATERIALS, MACHINERY, EQUIPMENT, TOOLING, FIXTURES, GAUGES, AND OTHER ITEMS RELATED TO SELLER'S PERFORMANCE OF THIS CONTRACT. SELLER WILL PROVIDE BUYER WITH REASONABLE ACCESS TO ITS FACILITIES AND OTHERWISE COOPERATE AND FACILITATE ANY SUCH AUDITS OR INSPECTIONS BY BUYER.

050944-000004

DELPHI CHASSIS SYSTEMS
P.O. BOX 1042
DAYTON OH
45401

VENDOR NUMBER 17-808-0560
METALFORMING TECHNOLOGIES INC
MTI-MILAN
555 PLATT RD
MILAN MI
48160

TO:

SEE BELOW

SHIP TO:

US

US

INVOICE TO:

NO INVOICES REQUIRED TO ACCTS
PAYABLE UNLESS OTHERWISE
STATED ON PO OR RELEASE.

US

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PURCHASE

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Invoice Attn: Accounts Payable
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Post.

ORDER DATE

08/03/04

ALTERATION ISSUE DATE

9J Buyer

ALTERATION EFFECTIVE
DATE

PURCHASING AGENT

PHONE: 937-455-7544
P. BLASER

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B. SP COL

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

SEE BELOW

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT MEAS
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*****ATTENTION ALL SUPPLIERS*****
YOU CAN NOW VIEW PAYMENT STATUS ONLINE USING E-DACOR.
LOG ONTO THE DELPHI SUPPLIER PORTAL
(HTTP://DELPHI.COVISINT.COM) FOR FREE REGISTRATION.
CLICK ON THE REGISTRATION TAB, GO TO REGISTRATION
TIMING AND CLICK ON "CLICK ON HERE TO REQUEST AN
IMMEDIATE CONTACT FOR YOUR BUSINESS," FILL OUT THE
FORM AND FOLLOW THE INSTRUCTIONS.

TOOLING OWNERSHIP
SPECIAL PERMANENT TOOLING, DIES, PATTERNS, AND/OR
MOLDS USED BY SELLER IN PRODUCING PARTS COVERED
HEREIN ARE THE PROPERTY OF DELPHI CHASSIS SYSTEMS
AND ARE TO BE USED EXCLUSIVELY FOR THE BENEFIT OF
DELPHI CHASSIS UNLESS OTHERWISE AUTHORIZED.
THE BUYER MAY AT ANY TIME REMOVE SAID TOOLING,
DIES, PATTERNS AND/OR MOLDS FROM SELLER PLANT
FOR ANY REASON WHATSOEVER.

TERMS AND CONDITIONS JANUARY 2001, APPLY
OF WHICH SUPPLIER HAS RECEIVED A COPY.

PPAP DELIVERY DUE DATE: 12/13/04

050944-000005

A003622 USER JANE T WILLIAMS

LAST PAGE

SMCH 03 11/98

QUANTITY		DESCRIPTION	
6 Pieces	1	Pt. # 22209497 Seat-Spring, Lower PPAP Samples	PPAP Paperwork
		Ref. Delphi P. O. DCM94192	
		050944-000006	
		Pg 7/12	
		FILE COPY	

OT DLOS OT P-ISS

Delphi Energy & Chassis Systems
Metrology Lab, Dock 11
Woodman Drive Gate # 4
Kettering, OH 45420
Attn: Mike Bruggeman

METALFORMING TECHNOLOGIES, INC.



905 Woodland Drive East
Saline Michigan, 48176

SHIPPER

SHIPPER NO.: 6130

P.M. Gary Klatt

DATE: 5/6/05

CARRIER:

UPS Overnight

F.O.B.:

Delphi

Delphi E&C Ket

10/14/2005 17:10 FAX 9374559133

100 

**SUPPLIER NOTIFICATION OF
PART/MATERIAL STATUS**

008

Delphi E&C Ket

10/14/2005 17:11 FAX 9374559133

Date: June 2, 2005		Received from: <u>Metaforming Technology</u>	
Part/Material Status: <input checked="" type="checkbox"/> New Item: <input type="checkbox"/> Current Item: <input type="checkbox"/>		Duns Code: <u>178080560</u>	
Product Line: <u>Dampers Modules</u>		Date PPAP Received: <u>May 9, 2005; Updates June 2, 2005</u>	
Description of Part/Material: <u>Lower Spring Seat</u>		Product Type: <u>Stamping</u>	
Chg. Level: <u>000</u>		Change Notice #: <u>R4543B</u>	
Purchase Order Number: <u>DCM94192</u>		Spec. Number: _____	
Attention: <u>Robert Clark</u>		Spec. Date: _____	
The following Part / Material Status is assigned, as of the date noted above, and is in accordance with QS9000, GM9000, and the AIAG 'Production Part Approval Process' (PPAP). This denotes the approval status only. Authorization to ship product must be received from the using Delphi-E & C plant.			
<input checked="" type="checkbox"/> FULL PRODUCTION APPROVAL		ACCEPTANCE LEVEL: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	
INTERIM PRODUCT APPROVAL		A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/>	
REJECTED		PPAP RE-SUBMISSION DATE: _____	
<input type="checkbox"/>		<input type="checkbox"/>	
"CHANGE ALERT" Label Required to be attached to the first shipment to each using plant (i.e. all containers) of changed parts or material. (See attached.)			

REMARKS:
Continue to update the SIF through Early Production Containment. This will need to be submitted when you request to exit containment.

DELPHI-E & C ADVANCED QUALITY ENGINEER:
Aundrea Hayes

, (937)455-7029

Product Buyer:	Carol Holley / Linda Perrod
Pt. Q.C. Mgr:	Gerry Browning
Plant S.Q.E.:	Vern George
Plant Q.E.:	Sarah Fitzgerald
P.C. & L.:	Martha Hipscher
Pt. Chg. Ldr.:	Mike Clawson
Other:	John Angi
Plant PPAP	Original copy of PPAP Package will
Files	reside in Manufacturing Plant PPAP Files

Attach copy of approved Part Submission Warrant when providing to Supplier.

050944-000007

P6 B1/2

2000-Former-Div.
Kettering, OH 45420

050944-000009 Pg 10/2

Date: June 2, 2005 Issued By: R. CLARK			
NOTICE OF PRODUCTION APPROVAL			
(Please indicate using plant) <input type="checkbox"/> Flint <input checked="" type="checkbox"/> Milan <input type="checkbox"/> Lexington <input type="checkbox"/> Saline <input type="checkbox"/> Toronto			
Customer: DELPHI - LOC TENNESSEE Approval Date: 06/02/2005 Internal Part Number: MIDEPG497 Engineering Release Number: TIN #R4543-B-000 Drawing Release Number: 1 Blueprint Date: 04/14/2005	Part Number: 22209497 Previous Part Number: N/A SO Number: 1401 Job Number: F780		
<table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> <input checked="" type="checkbox"/> Initial Submission <input type="checkbox"/> Engineering Change (s) <input type="checkbox"/> Tooling, Transfer, Replacement, Refurbishment, or additional <input type="checkbox"/> Correction of Discrepancy <input type="checkbox"/> Tooling Inactive > than 1 year <input type="checkbox"/> Full Approval <input type="checkbox"/> Interim Approval <input type="checkbox"/> Interim Approval End Date: </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Change to Optional Construction or Material <input type="checkbox"/> Sub-Supplier or Material Source Change <input type="checkbox"/> Change in Part Processing <input type="checkbox"/> Parts Produced at Additional Location <input type="checkbox"/> Other <input type="checkbox"/> Secondary Operation <input type="checkbox"/> Assembly Operation </td> </tr> </table>		<input checked="" type="checkbox"/> Initial Submission <input type="checkbox"/> Engineering Change (s) <input type="checkbox"/> Tooling, Transfer, Replacement, Refurbishment, or additional <input type="checkbox"/> Correction of Discrepancy <input type="checkbox"/> Tooling Inactive > than 1 year <input type="checkbox"/> Full Approval <input type="checkbox"/> Interim Approval <input type="checkbox"/> Interim Approval End Date:	<input type="checkbox"/> Change to Optional Construction or Material <input type="checkbox"/> Sub-Supplier or Material Source Change <input type="checkbox"/> Change in Part Processing <input type="checkbox"/> Parts Produced at Additional Location <input type="checkbox"/> Other <input type="checkbox"/> Secondary Operation <input type="checkbox"/> Assembly Operation
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<table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> OUTSIDE PROCESS(ES): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TYPE: E-COAT per GM9984120 TYPE IV </td> <td style="width:50%; vertical-align: top;"> COMPONENT(S): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TYPE: MIDWEST PRODUCTS INC. </td> </tr> </table>		OUTSIDE PROCESS(ES): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TYPE: E-COAT per GM9984120 TYPE IV	COMPONENT(S): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TYPE: MIDWEST PRODUCTS INC.
OUTSIDE PROCESS(ES): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TYPE: E-COAT per GM9984120 TYPE IV	COMPONENT(S): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TYPE: MIDWEST PRODUCTS INC.		
ENGINEERING DRAWING CHARACTERISTICS ADDED/CHANGED			
CUSTOMER SPECIFIC REQUIREMENTS			
<table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;"> COMMENTS DATE REC'D: </td> <td style="width:50%; vertical-align: top;"> <input type="checkbox"/> Ford Functional Approval </td> </tr> </table>		COMMENTS DATE REC'D:	<input type="checkbox"/> Ford Functional Approval
COMMENTS DATE REC'D:	<input type="checkbox"/> Ford Functional Approval		
DISTRIBUTION			
PROJECT ENGINEER: GARY KLAIT ENGINEERING MANAGER: TOM FASL SHIPPING SUPERVISOR: MELISSA CEBINA TOOL ROOM SUPERVISOR: BRETT JAHNS DIRECTOR OF MATERIAL MANAGER: GREG NOWAK MANUFACTURING MANAGER: TOM VANN SALES REPRESENTATIVE: RICHARD SULKOWSKI PROJECT ENGINEER ASSISTANT: SANDY DEVINE QUALITY ASSURANCE MANAGER: DON TURNER PRODUCTION CONTROL MANAGER: LARRY ROBISON NOTE: ENGINEERING DRAWING IS DISTRIBUTED TO PLANT CONTROL ZONES. OBSOLETE ALL PREVIOUS LEVEL DOCUMENTS IMMEDIATELY.			

050944-000010

11/15/05 10:35:50

125000.00

US CURRENCY COR TOTAL

7/11/12

7/18/05
 Please pay this invoice; these parts
 have been fully approved on 6/2/05.
 Please pay from
 your code.
 7/18/05

7/18/05
 Please pay this invoice; these parts
 have been fully approved on 6/2/05.

125000.00

SUB TOTAL

PO# BCM94192
 P/N 22209497 LOWER SPRING SEAT PROGRESSIVE DIE & GAGING
 REFERENCE SHIPPER NO. 6130

125000.00

125000.00

TOOL

P/N 22209497

1

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	TOOL	125000.00	125000.00

SUPPLIER CODE	TERMS	SALESMAN	WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTION 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.
175030540			
DELPHI CHASSIS SYSTEMS			
WISCONSIN BLVD PLANT			
1420 WISCONSIN BLVD			
DAYTON OH 45401			
CO1258-41001			
DELPHI CHASSIS SYSTEMS			
WAD DISBURSEMENT			
WCD HEADSTKS, BLDG 480-210-201			
WARREN MI 48090			
F.O.B.:			

PLEASE MAIL ALL PAYMENTS TO:
 DEPT. 77753
 CRESSIVE INC.
 P.O. BOX 77000
 DETROIT, MI 48277-0755
 BILLING QUESTIONS? (734) 429-9451

CARRIER:

METALFORMING TECHNOLOGIES, INC.

355 PLATT RD. - MILAN, MI 48160

10/14/2005 17:12 FAX 9374559133

Delphi E&C Ket

CRESSIVE - MILAN

003755

MAY 12, 2005

INVOICE

011



10/5/2005

PA4 = PA4

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04/02 00:00.3

CC-BOTTOM OF DATA REACHED

02: DOC INQ PF03: 04: VEND NAME PF05: VEND INQ PSMD

07: CHECK INQ 08: DOC SELECT 09:

SHIP DT -REMIT VEND-DOCUMENT- DOC DT DUE/CHK DT CHECK NUM

PROC NUM BOL INVOICE NUM DDC TOT AMT CUR STAT

07/18/05 RD 00537189 H2 02 057639750001 05/12/05 07/25/05 EB 000660832

9000030996934 003755

125,000.00 USD PA4

DACOR P.O. C/H SHIP DT DACOR P.O.

DCM 94192

10/05/05 10:23:56

DACOR PO STATUS INQUIRY

10/05/05 10:23:56

TRAY HIS - EXTRA for Windows 95/NT

File Edit View Tools Session Options Help

Subject: DACOR screen print of payment for

To: Penrod, Linda M

Sent: Wednesday, October 05, 2005 10:26 AM

From: Trappe, Marilyn

Penrod, Linda M

Document Search

Microsoft Internet Explorer provided by Delphi Automotive Systems

File Edit View Favorites Tools Help

Back Forward Refresh Stop

Address <https://www.e-dacor.com/servlet/DocReport>

Go

History Favorites Search Home Refresh Stop

Mail

Links

my **DACOR**

back

View Detail/ Image

Process #	Plant Code	Doc Type	Document #	Document Date	Total Amount	Currency Code	Bill of Lading	Purchase Order #	Status	Due Date/ Payment Date	Payment #
9000030986934	H2	02	057639750001	05/12/2005	\$125,000.00	USD	D03755	DCM94192	PAID	07/25/2005	000660632
0005016175402	FV	04	ADMCR53808	06/14/2005	(\$960.00)	USD	53808	PEDP4120069	PAID	07/25/2005	000660632

050944-000012

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Start

Document Search ...

Inbox - Microsoft Outlook

Untitled - Message (HT...

Internet

9:02 AM

Document Search-Part Level Details - Microsoft Internet Explorer provided by Delphi Automotive Systems

File Edit View Favorites Tools Help

Back Forward Stop Refresh Home Search Favorites History Mail

Address <https://www.e-dacor.com/servlet/PartReport> Go Links

my DACOR

E-DACOR SEARCH RESULTS-Part Level Detail
Search Results For Document Number: 9000030996934

back

Part Number/ Charge Type PR678682001	Part Description T22209497 LOWER SPRING SEAT	Quantity 1.000	Unit of Measure LOT	Extension \$125000.00	Currency USD	Part PO DCM94192
--	---	-------------------	---------------------------	--------------------------	-----------------	---------------------

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050944-000013

FSS Disbursement Services

Start | Document... | Inbox - Mic... | Unlimited... | Inbox - Mic... | Unlimited... | Internet | 9:03 AM

Page: 1 Document Name: untitled

DACI0501 DACOR VENDOR INQUIRY 10/19/05
08:37:43
-----VEND----- ACTV -REMIT VEND- PAY/RCPT --REPLD BY-- -- VEND CTGY {07} --
RD 005377189 Y RD 005377189 N OS EF
NAME: METALFORMING TECHNOLOGIES EFT C NAME: METALFORMING TECHNOLOGIES EFT
R INC O INC
E ADDR: ATTN JEFF WILEY R ADDR: PO BOX 70
M 3271 FIVE POINTS SUITE 102 R RMT CHG PER LETTER 6/14/04 ST: MI
I CITY: AUBURN HILLS ST: MI
T ZIP: 48326 CTRY: US SORT: 1 S ZIP: 48176 CTRY: US SORT: 1
ENTITY CODE:
VEND TYPE ALLD CISCO BANK DESK FLOAT
OS EB 60 0
O/S -----TERMS-----
DISC % DISC NET EFT FED TAX ID
0.0000 Y
TAX1 TAX1 ID NUMBER TAX2 TAX2 ID NUMBER LCC CUR M/C RBV APL
MAIL-CK W/H-PMT L/APPR LST PD DT UPDT AUD APL LST RMIT LST CORR ADDR
Y N 10/05/05 06/14/04 PZM61P DZZWQ9 DZZWQ9
PF02: DOC INQ 03: VEND NAME 04: PO STAT INQ 05: PSWD
PF06: VEND STAT 07: 08: VEND TIE 09: VEND CUR INQ
AA-INQUIRY COMPLETE


050944-000014

Date: 10/19/2005 Time: 08:38:31 AM

EXHIBIT "B"

Michigan Compiled Laws Annotated Currentness

Chapter 570. Liens

* Special Tools Lien Act (Refs & Annos)

➡**570.541. Short title**

Sec. 1. This act shall be known and may be cited as the "special tools lien act".

M.C.L.A. 570.542

Michigan Compiled Laws Annotated Currentness

Chapter 570. Liens

Special Tools Lien Act (Refs & Annos)

570.542. Definitions

Sec. 2. For purposes of this act:

(a) "Customer" means a person who causes a special tool builder to design, develop, manufacture, assemble for sale, or otherwise make a special tool for use in the design, development, manufacture, assembly, or fabrication of metal parts, or a person who causes an end user to use a special tool to design, develop, manufacture, assemble, or fabricate a metal product.

(b) "End user" means a person who uses a special tool as part of his or her manufacturing process.

(c) "Special tool" means any tools, dies, jigs, gauges, gauging fixtures, special machinery, cutting tools, or metal castings manufactured by a special tool builder.


(d) "Special tool builder" means a person who designs, develops, manufactures, or assembles special tools for sale.

(e) "Person" means an individual, firm, partnership, association, corporation, limited liability company, or other legal entity.

M.C.L.A. 570.555

Michigan Compiled Laws Annotated Currentness

Chapter 570. Liens

* Special Tools Lien Act (Refs & Annos)

570.555. Notice to customer of lien

Sec. 15. Before enforcing a lien granted to an end user under section 13, [FN1] notice in writing shall be given to the customer, delivered personally or sent by registered mail to the last known address of the customer. The notice shall state that a lien is claimed for the amount due for metal fabrication work or for making or improving the special tool. The notice shall include a demand for payment.

M.C.L.A. 570.563

Michigan Compiled Laws Annotated Currentness
Chapter 570. Liens

*Special Tools Lien Act (Refs & Annos)

➡**570.563. Recording on special tool of information pertaining to special tool builder; filing of financing statement by special tool builder; creation, notice, attachment, duration, and priority of lien of special tool builder**

Sec. 23. (1) A special tool builder shall permanently record on every special tool that the special tool builder fabricates, repairs, or modifies the special tool builder's name, street address, city, and state.

(2) A special tool builder shall file a financing statement in accordance with the requirements of section 9502 of the uniform and commercial code, 1962 PA 174, MCL 440.9502.

(3) A special tool builder has a lien on any special tool identified pursuant to subsection (1). The amount of the lien is the amount that a customer or end user owes the special tool builder for the fabrication, repair, or modification of the special tool. The information that the special tool builder is required to record on the special tool under subsection (1) and the financing statement required under subsection (2) shall constitute actual and constructive notice of the special tool builder's lien on the special tool.

(4) The special tool builder's lien attaches when actual or constructive notice is received. The special tool builder retains the lien that attaches under this section even if the special tool builder is not in physical possession of the special tool for which the lien is claimed.

(5) The lien remains valid until the first of the following events takes place:

(a) The special tool builder is paid the amount owed by the customer or end user.

(b) The customer receives a verified statement from the end user that the end user has paid the amount for which the lien is claimed.


(c) The financing statement is terminated.

(6) The priority of a lien created under this act on a special tool shall be determined by the time the lien attaches. The first lien to attach shall have priority over liens that attach subsequent to the first lien.

M.C.L.A. 570.565

Michigan Compiled Laws Annotated Currentness

Chapter 570. Liens

 Special Tools Lien Act (Refs & Annos)


570.565. Notification of customer and end user of lien of special tool builder

Sec. 25. To enforce a lien that attaches under section 23, [FN1] the special tool builder shall give notice of the lien in writing to the customer and the end user. The notice shall be given by hand delivery or certified mail, return receipt requested, to the last known address of the customer and to the last known address of the end user. The notice shall state that a lien is claimed, the amount that the special tool builder claims it is owed for fabrication, repair, or modification of the special tool, and a demand for payment.

M.C.L.A. 570.567

Michigan Compiled Laws Annotated Currentness

Chapter 570. Liens

* Special Tools Lien Act (Refs & Annos)

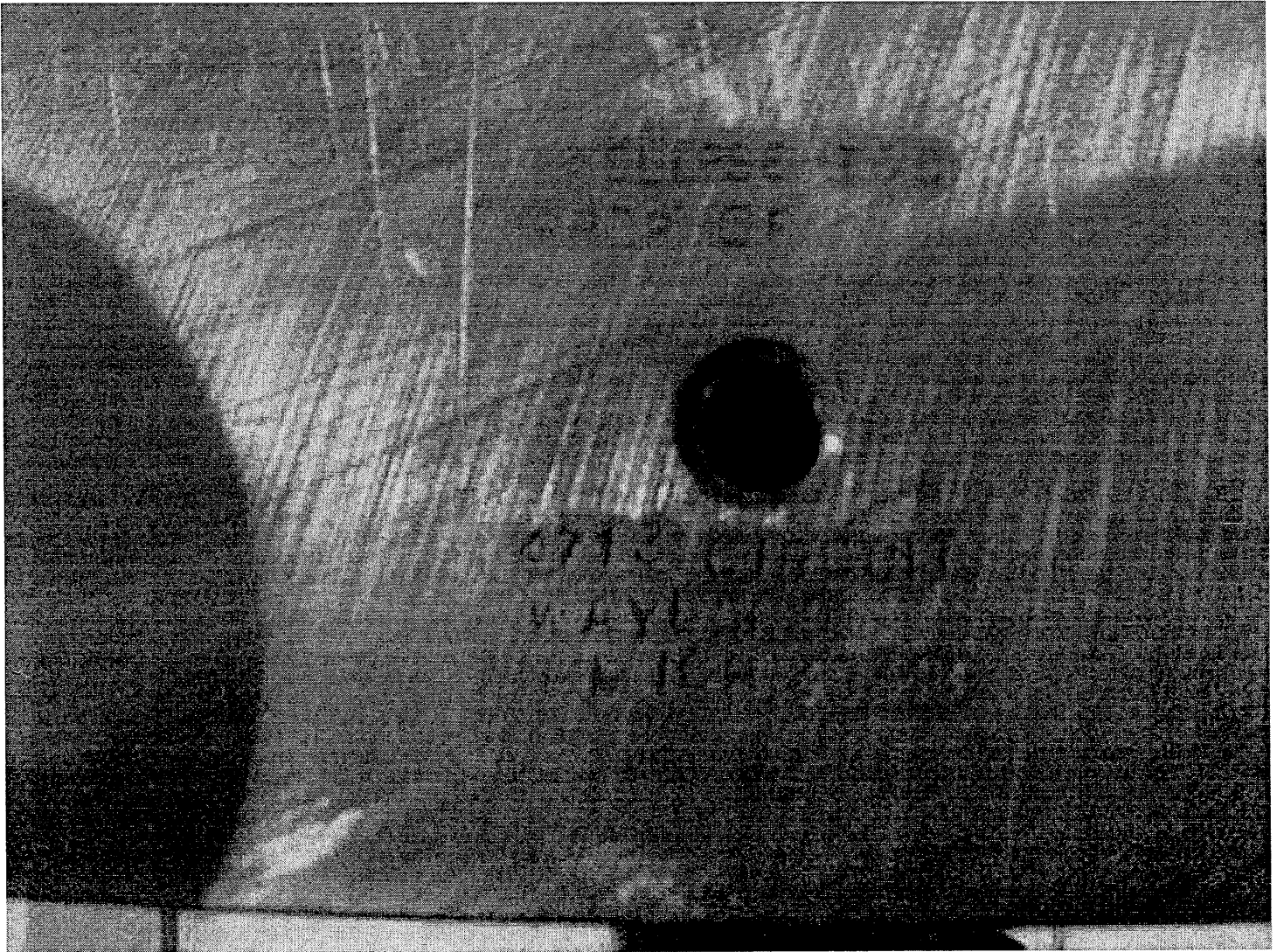
570.567. Rights of special tool builder as to enforcement of lien

Sec. 27. Subject to section 29, [FN1] if the special tool builder has not been paid the amount claimed in the notice required under section 25 [FN2] within 90 days after the notice required under section 25 has been received by the customer and the end user, the special tool builder has a right to possession of the special tool and may enforce the right to possession of the special tool by judgment, foreclosure, or any available judicial procedure. The special tool builder may do 1 or more of the following:

(a) Take possession of the special tool. The special tool builder may take possession without judicial process if this can be done without breach of the peace.

(b) Sell the special tool in a public auction.

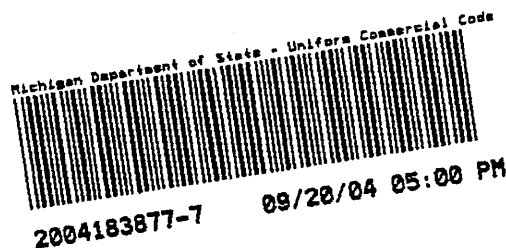
EXHIBIT 5



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Patty DeGood 616-877-3717	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Eclipse Tool & Die inc. 4713 Circuit CT Wayland, MI 49348	
UCC Account # E183UC	



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CRESIVE DIE AND TOOL, INC.				
OR 1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 905 WOODLAND DR. E.		CITY SALINE	STATE MI	POSTAL CODE 48176
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION INCORPORATION	1f. JURISDICTION OF ORGANIZATION MICHIGAN
1g. ORGANIZATIONAL ID #, if any 108465				<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID #, if any				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Eclipse Tool & Die inc.				
OR 3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 4713 Circuit CT		CITY Wayland	STATE MI	POSTAL CODE 49348
COUNTRY U.S.A.				

4. This FINANCING STATEMENT covers the following collateral:

Progressive Die Complete for P/N 22209497, Eclipse Tool & Die inc. Job No. 6167; all attachments, accessions, fittings, increases, tools, parts, repairs, supplies, engineering changes, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any of the foregoing property.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			All Debtors Debtor 1 Debtor 2		
8. OPTIONAL FILER REFERENCE DATA						

PO#

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

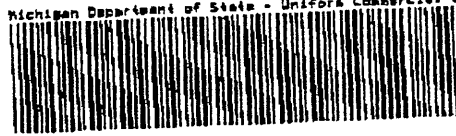
Patty DeGood 616-877-3717

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Eclipse Tool & Die inc.
4713 Circuit CT
Wayland, MI 49348

UCC Account # E183UC

Michigan Department of State - Uniform Commercial Code



2005114007-3 06/24/05 05:00 PM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2004183877-7

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☐ REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☒ CHANGE name and/or address. Please refer to the detailed instructions
in regards to changing the name/address of a party.

☐ DELETE name: Give record name
to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c,
as appropriate items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

CRESCIVE DIE AND TOOL, INC.

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

CRESCIVE DIE AND TOOL, INC.

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

905 WOODLAND DR. E.

CITY

SALINE

STATE

MI

POSTAL CODE

48176

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

INCORPORATION

7f. JURISDICTION OF ORGANIZATION

MICHIGAN

7g. ORGANIZATIONAL ID #, if any

108465

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

Eclipse Tool & Die inc.

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

PO# 4936

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

BOLHOUSE, VANDER HULST, RISKO & BAAR, P.C.

ATTORNEYS AT LAW
GRANDVILLE STATE BANK BUILDING
3996 CHICAGO DRIVE SW
GRANDVILLE, MICHIGAN 49418

Richard L. Bolhouse
Thomas R. Vander Hulst
Michael P. Risko
Joel W. Baar
David S. Lefere

Telephone (616) 531-7711
Facsimile (616) 531-7757
www.bolhouselaw.com

October 6, 2005

*Via Facsimile to David Sherbin – 248-813-2670 and
certified mail – return receipt requested to both*

Delphi Corporation
David Sherbin, General Counsel
5725 Delphi Drive
Troy, MI 48098-2815

Delphi Corporation
Registered Agent – The Corporation Company
30600 Telegraph Rd.
Bingham Farms, MI 48025

**Re: Lien on Special Tools
P/N 22209497**

Dear Sirs:

This letter serves as an Amendment to my October 4, 2005 correspondence regarding the 90 day notice under the Michigan Special Tools Lien Act. I have been informed that Delphi Corporation is the owner of the above-referenced tool/die that was provided and worked on by Eclipse Tool & Die, Inc. The tool/die was requested via purchase order by Metalforming Technologies, Inc. for MTI's plants in Milan and Saline Michigan.

Enclosed please find a copy of the UCC-1 Financing Statements filed with the Michigan Secretary of State along with the purchase orders from Metalforming Technologies, Inc. and the invoices from Eclipse Tool & Die, Inc. with respect to perfecting our special toolmakers lien on the above-referenced special tool/die. Eclipse Tool & Die, Inc. currently has outstanding charges of One Hundred Twenty Three Thousand One Hundred Thirty Dollars and 00/100 (\$123,130.00) with respect to the work performed on the above referenced special tool/die. Pursuant to the Michigan Special Tools Lien Act, MCLA 570.565, Delphi Corporation is given notice that we are claiming a lien in the amount of One Hundred Twenty Three Thousand One Hundred Thirty Dollars and 00/100 (\$123,130.00) on the above-referenced tool/die. Demand is hereby made for payment in that amount. The Michigan Special Tools Lien Act provides that:

The lien remains valid until the first of the following events takes place:

- a. The special tool builder is paid the amount owed by the customer or the end user.

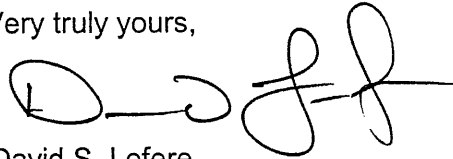
Delphi Corporation
Page 2
October 6, 2005

- b. The customer receives a verified statement from the end user that the end user has paid the amount for which the lien is claimed. MCL 570.563(5).

There is currently a hearing scheduled in the Delaware Bankruptcy Court for Thursday, November 7, 2005, on Eclipse's Motion for Lift of Stay requesting that Eclipse be allowed to reclaim the above referenced part pursuant to the Michigan Special Tools Lien Act. Eclipse will have no option but to enforce its lien and repossess the tool/die if payment is not made. Upon receipt of payment Eclipse will be happy to release our lien and terminate the financing statements.

If you have any questions or comments, please feel free to contact me at your earliest convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read 'David S. Lefere', with a stylized, cursive flourish extending to the right.

David S. Lefere

DSL/asf
Enclosure

c: Eclipse Tool & Die, Inc.

ECLIPSE TOOL & DIE
4713 CIRCUIT COURT
WAYLAND, MI 49348
Phone: (616)877-3717
Fax: (616)877-3712

I N V O I C E

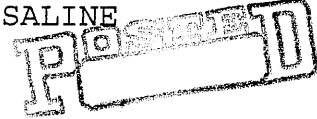
Page No. 1

Invoice Number: 6229

Sold To: -----
ACCOUNTS PAYABLE
MTI -SALINE
905 WOODLAND DRIVE

SALINE, MI 48176

Ship To: -----
MTI -SALINE



(734)429-6218 (734)944-0523

=====

Customer Order No.: 5205	Job Number: 6272	Terms: Net 30
--------------------------	------------------	---------------

=====

Quantity	Description	Item Total
----------	-------------	------------

P.O. 5205		\$1,130.00
100 SPRING SEAT @ \$11.30 EACH		
ALL PARTS HAVE BEEN SHIPPED.		
SHIPPER # 5461		
P/N 22209497		
Date Shipped: 04/06/2005		

Invoice Subtotal:	\$1,130.00
Tax Rate: 0.000	
Invoice Grand Total:	\$1,130.00

Total payment due on: 05/08/2005

THANK YOU FOR YOUR BUSINESS

A SERVICE CHARGE OF 1.5 % PER MONTH (18 % PER ANNUM) WILL BE CHARGED ON ALL AMOUNTS DUE AFTER PAYMENT DUE DATE.

713 CIRCUIT COURT
AYLAND, MI 49348
hone: (616)877-3717
ax: (616)877-3712

I N V O I C E

Page No. 1

Invoice Number: 6232

Sold To: -----
ACCOUNTS PAYABLE
MTI -SALINE
905 WOODLAND DRIVE

SALINE, MI 48176

Ship To: -----
MTI -SALINE



(734)429-6218 (734)944-0523

=====

Customer Order No.: 4936	Job Number: 6167	Terms: Net 30
--------------------------	------------------	---------------

=====

Quantity	Description	Item Total
----------	-------------	------------

	P.O. 4936	\$122,000.00
	PROGRESSIVE TOOL	
	P/N 22209497 SPRING SEAT	
	ACT# 1349	
	SHIPPER # 5475	
	ALL WORK/ BUY OFF COMPLETE	
	Date Shipped: 04/25/2005	

*po. States
net 60 days*

Invoice Subtotal:	\$122,000.00
Tax Rate: 0.000	
Invoice Grand Total:	\$122,000.00

Total payment due on: 05/26/2005

THANK YOU FOR YOUR BUSINESS

A SERVICE CHARGE OF 1.5 % PER MONTH (18 % PER ANNUM) WILL BE CHARGED ON ALL
AMOUNTS DUE AFTER PAYMENT DUE DATE.

*UCC
filed*



TOOLING PURCHASE ORDER

Purchase Order No. 4936

Date Issued 12-Aug-04

Engineer GK

ECLIPSE TOOL & DIE INC.
4713 CIRCUIT CT.
WAYLAND, MI 49348

Part No. 22209497 Part Name SPRING SEAT Account Number SO #1349
Quote No. 28536 Dated 8/10/04 F.O.B. SALINE, MI
B/P Level 02 Dated 6/4/04 Customer P.O. No. DCM94192

Item	Quantity	Description	Cost
1	1	PROGRESSIVE DIE	\$122,000.00
2			
3			
4			
TOTAL			\$122,000.00

Delivery Schedule

Sample Due Date 12/8/04

Material Specification STEEL UNSG1009

Tool Due Date 12/22/04

Quoted Material Size
(Less than or equal to) .118 X 7.5W X 6.5P**Quoted Press Specifications - Press#****Secondary Press Specifications - Press#**

N/A

N/A

Quality Requirements

6 pc full layout

30 pc Cap. Study on MTI Dimensions (CP / CPK Min. 1.67 Req'd on MTI selected dimensions/locations)

300 pc sample run at vendor facility

1,000 pc uninterrupted run with MTI facility

Payment Terms

Net 60 days

General Notes

- 1) Weekly Tool Progress Reports.
- 2) Amendment #1 revises the tool due date which was incorrect.

By:

Authorized Signature

Suppliers Acknowledgement / Date (Return to MTI)

Engineering Manager

Finance (If Applicable)

Please see attached sheet for terms and conditions of this contract

The term "Buyer" means Metalforming Technologies, Inc. The term "Seller" means vendor to Metalforming Technologies, Inc. Either a person, company or corporation accepting this purchase order.

The term "Tool" or "Tools" means dies, aids, models, gages, jigs, fixtures, special machine/equipment and prototype parts, complete or partially complete.

- A. A tool design approved by Metalforming Technologies, Inc. pertains to design concept and does not release the Seller of the responsibility of building the tools capable of repetitively producing parts to the print, and for the production pieces per hour as indicated on Metalforming Technologies, Inc. request for quote.
- B. The Seller agrees that in the event of fire and/or an act of god; or in the event of the Seller's financial difficulty and/or labor dispute; or in the event that the Seller is unable to complete the tools as outlined in paragraph "A" above, Seller agrees to relinquish all tools at Seller's cost of material and cost of direct labor up to the time of work stoppage.
- C. Metalforming Technologies, Inc. agrees to pay Seller cost of material and cost of direct labor up to the time of work stoppage, including soft tooling (I.E. Kertsite, Zinc Alloy, etc.), provided such tooling can be reasonably used to complete the tooling design as outlined in paragraph "A" above.
- D. After work stoppage has been resolved and within one year, Seller has the option of repurchasing the soft tooling at the price per pound as was paid by Metalforming Technologies, Inc. to Seller, plus the cost of any improvements made by Metalforming Technologies, Inc.
- E. In no event shall the charge for tools, dies, parts, etc. to Metalforming Technologies, Inc. be greater than the Seller's quoted price.
- F. Die/Machine tryout for dimensional sample approval will be done at Metalforming Technologies, Inc. facility. The Supplier will provide a representative for Die/Machine Tryout.
- G. Payment for dies/machines will be made after the following conditions have been satisfied.
 - 1. 75% Payment - 30 days from dimensional approval of samples produced at Metalforming Technologies, Inc. facility. (See "F" above) A dimensionally approved "Tooling Acceptance Report" (copy faxed to Supplier upon approval) must accompany the suppliers invoice (any invoice not having a "Tooling Acceptance" attached will be returned to Supplier.
 - 2. 25% Payment - 30 days from "Production Approval" date on approved "Tooling Acceptance Report". Metalforming Technologies, Inc. will attempt production approval run within 30 days of dimensional approval date as defined in G-1 above. If Metalforming Technologies, Inc. does not attempt to run production part within 30 days of "Dimensional Approval" date, the balance (25%) will be paid to supplier at end of 30 days.
 - 3. If both dimensional approval and production approval can be accomplished at the same time, Metalforming Technologies, Inc. will make 100% payment in 30 days.
 - 4. In all cases, the supplier should invoice Metalforming Technologies, Inc. 100% of the tool/machine upon dimensional approval and Metalforming Technologies, Inc. will make proper % payments from invoice.
- H. Payment for gages and fixtures will be 100% upon receipt of gages/fixtures and approval of the Gage Engineer and Project Engineer. See attached/fixture approval" form.
- I. In the instances where parts fabricated from dies/machines at Metalforming Technologies, Inc. facilities have not been approved (either dimensional approval or production approval), the Buyer shall have three options:
 - 1. Have the tools returned to Seller's plant at Seller's expense and Seller to do whatever necessary to comply with paragraph "A" expeditiously.
 - 2. Seller to provide at Seller's expense the number of qualified journeymen to Buyer's Plant to do whatever necessary to comply with paragraph "A" expeditiously.
 - 3. Authorize Buyer on a time and material basis to charge back to Seller the Buyer's direct cost using whatever means necessary, either in-house or outsourced, in order to comply with paragraph "A" expeditiously.
- J. In the event the delivery date as indicated and agreed upon on this purchase order is not kept., Seller agrees to relinquish all tools, aids, etc. under the terms and conditions as set forth in paragraphs C, D, and E.

Shop Order No: 1401
 Purchase Order Date: 8-12-04
 Purchase Order No: 4536
 Purchase Order No: 780
 Tool No: 780

Vendor: ECCL/JSJ T000
Due Date: 12-22-04
Part Name: 511E9F
Part No: 22209497

2. General Specifications

1. Ball bearing die sets?
Do die details have jack screws or pry slots?
3. Are drain holes present in spring pockets or nitrogen cylinder pockets?
4. Does die shoe have tapped handling holes (upper & lower)?
5. Are all dowel holes drilled with through hole?
6. Are all sharp corners broke?
7. Are all slides, gibs, and keepers equipped with grease fittings?
8. Are all pilot holes cleared through shoe?
9. Does die have scrap cutter?
10. Are all notching, forming, and cut-off sections heeled where required?
11. Are there any welded sections present?
(A) Does the die produce multiple parts? If so,
(B) Is there a change over required within the die? If so,
(C) Are there detailed change over instructions? If so,
(D) Are details clearly marked to aid quick changeover?
12. Do stop blocks have lead groove? Depth: 0.50
13. Is die painted and primed per specs?
14. Is there sufficient slug clearance (no ledges)?
15. Secondaries:
(A) Gaging: parts locate easily, proper lead on gaging
(B) Error proofing is incorporated
16. Have spare details been provided?
17. Appearance: burrs, non-functional corners
18. Are strips easily fed into progressive dies?

[illegible]

- ## 1. Cutting Steels

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nts
4/19/05
4/19/05
Pam McElm

Rev. 2 1/31/02



PROTOTYPE PURCHASE ORDER

Purchase Order No. 5205

Date Issued 05-Apr-05

Engineer GK

Eclipse Tool & Die Inc.
4713 Circuit Ct.
Wayland, MI 49348

Part No. 22209497 Part Name SPRING SEAT Account Number SO #1481P

Quote No. E-MAIL Dated 4/5/05 F.O.B. MTI SALINE

B/P Level 01 Dated 8/20/04 Customer P.O. No. 421025

Item	Quantity	Description	Cost
1	100	SPRING SEAT @ \$11.30 EACH	\$1,130.00
2			
3			
4			
5			
6			
TOTAL			\$1,130.00

Delivery Schedule

Sample Due Date 4/8/2005 OR SOONER Material Specification TRYOUT MATERIAL

Quality Requirements

6 PC FULL LAYOUT FOR EACH PART WITH PART DELIVERY.
AND PROCESSES.

Payment Terms

NET 60 DAYS

General Notes

1) Weekly Progress Reports.

By: Ray Klob 4/5/05
Authorized Signature

7 Fast S Devin 4/5/05
Engineering Manager

Suppliers Acknowledgement / Date (Return to MTI)

Finance (If Applicable)

Please see attached sheet for terms and conditions of this contract

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Patty DeGood 616-877-3717

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Eclipse Tool & Die inc.
4713 Circuit CT
Wayland, MI 49348

UCC Account # E183UC

Michigan Department of State - Uniform Commercial Code



2005114007-3

05/24/05 05:00 PM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2004183877-7

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
☐ REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☒ CHANGE name and/or address. Please refer to the detailed instructions
in regards to changing the name/address of a party.

☐ DELETE name: Give record name
to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c,
as to complete items 7a-7c (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

CRESCIVE DIE AND TOOL, INC.

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

CRESCIVE DIE AND TOOL, INC.

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

905 WOODLAND DR. E.

CITY

SALINE

STATE

MI

POSTAL CODE

48176

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION
INCORPORATION

7f. JURISDICTION OF ORGANIZATION
MICHIGAN

7g. ORGANIZATIONAL ID #, if any

108465

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

Eclipse Tool & Die inc.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

PO# 4936

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

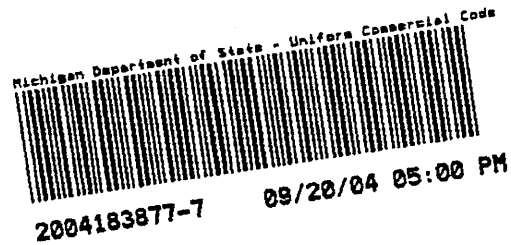
A. NAME & PHONE OF CONTACT AT FILER [optional]

Patty DeGood 616-877-3717

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Eclipse Tool & Die inc.
4713 Circuit CT
Wayland, MI 49348

UCC Account # E183UC



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

CRESIVE DIE AND TOOL, INC.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

905 WOODLAND DR. E.

SALINE

MI

48176

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

INCORPORATION

1f. JURISDICTION OF ORGANIZATION

MICHIGAN

1g. ORGANIZATIONAL ID #, if any

108465

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Eclipse Tool & Die inc.

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

4713 Circuit CT

Wayland

MI

49348

U.S.A.

4. This FINANCING STATEMENT covers the following collateral:

Progressive Die Complete for P/N 22209497, Eclipse Tool & Die inc. Job No. 6167; all attachments, accessions, fittings, increases, tools, parts, repairs, supplies, engineering changes, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any of the foregoing property.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

PO#

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re)	
)	Chapter 11
DELPHI CORPORATION, <i>et al.</i> ,)	Case No. 05-44481
Debtors.)	Hon. Robert D. Drain

**ORDER GRANTING AUTOMATIC STAY TO ALLOW ECLIPSE TOOL & DIE, INC. TO
ENFORCE ITS LIEN ON PART NUMBER 22209497 OWNED BY DELPHI AND
FABRICATED, REPAIRED, AND/OR MODIFIED BY ECLIPSE TOOL AND DIE INC.**

Upon the Motion of Eclipse Tool & Die, Inc., seeking relief from the automatic stay provisions of the Federal Bankruptcy Court and granting such further relief as is just and proper; and upon consideration of the motion and all pleadings related thereto; and it appearing that the relief requested in the motion is in the best interest of the debtors, their estate, and their creditors; and notice of the motion is good and sufficient and it appearing that no further notice of the relief requested in this motion is required; and after due deliberation, and sufficient cause appearing thereon; it is hereby

ORDERED, that relief requested in Eclipse Tool & Die, Inc.'s Motion for Relief from Automatic Stay is hereby granted;

ORDERED, that Eclipse Tool & Die, Inc. is granted relief from the automatic stay provisions of the Federal Bankruptcy Court so as to allow Eclipse Tool & Die, Inc. to enforce its lien on Part Number 22209497 fabricated, repaired, and/or modified for Metalforming Technologies, Inc., and owned by Delphi Corporation, as listed in Exhibits A and B of Eclipse Tool & Die, Inc.'s motion;

ORDERED, that Delphi Corporation, their estate, and any future trustee is prohibited from leasing or selling Part Number 22209497 fabricated, repaired, and/or modified by Eclipse Tool & Die, Inc., in the absence of adequate protection for Eclipse Tool & Die, Inc.'s lien.

IT IS SO ORDERED.

Dated: _____

Hon. Robert D. Drain
United State Bankruptcy Court Judge

Attest: A True Copy

Deputy County Clerk